

Terms and Conditions - v5

Bluebird Guitar Straps

22-07-2019

Terms and Conditions

Article 1. Applicability:

1.1 All Terms, Orders and Agreements with Bluebird Vintage Guitar Straps are governed by these terms and conditions, subject to any other terms and conditions.

1.2 Accepting an offer or making an order means that you accept the applicability of these Terms.

1.3 The provisions of these Terms and Conditions may be waived only in writing, in which case the remaining provisions will remain in force.

1.4 All rights and claims as set forth in these Terms and Conditions and any further agreements for the purpose of Bluebird Vintage Guitar Straps shall be deemed equally applicable to Bluebird Vintage Guitar Straps enabled intermediaries and other third parties

Article 2. Offers / Agreements:

2.1 All Bluebird Vintage Guitar Straps offers are free of charge and Bluebird Vintage Guitar Straps expressly reserves the right to change prices, especially when required by law.

2.2 An agreement will only be made after acceptance of your order by Bluebird Vintage Guitar Straps. Bluebird Vintage Guitar Straps is entitled to refuse orders or to impose special terms on delivery, unless expressly stated otherwise. If an order is not accepted, Bluebird Vintage Guitar Straps will inform you within 7 days of receipt of the order.

Article 3. Prices and payments:

3.1 The prices quoted for the products and services offered are in euro, including VAT and excluding handling and shipping costs, any taxes or other charges, unless otherwise stated or agreed in writing.

3.2 Payment may be made on (one of) the manner (s) as indicated during the ordering process. Additional order (payment / order) terms may be made to your order. When paying by bank transfer, the date of credit is the date of credit of the (IBAN) bank account of Bluebird Vintage Guitar Straps in the Hague the Netherlands.

3.3 If you are in default of any payment, Bluebird Vintage Guitar Straps is entitled to suspend or terminate the relevant agreement and related agreements.

Article 4. Warranty:

4.1 On all our products, the warranty period is as stated by the legislature.

Article 5. Delivery:

5.1 Stock items have a delivery time of 2-4 business days after order unless otherwise stated by Bluebird Vintage Guitar Straps. Bluebird Vintage Guitar Straps relies on being dependent on third party companies and therefore dependent on third parties (see also Article 11) . Non-stock items are usually delivered within 2 weeks unless otherwise indicated by Bluebird Vintage Guitar Straps. If delivery cannot be made in due time, you will receive a notice within the time limit for delivery of the order and, until the time of delivery, you have the right to dissolve the agreement free of charge by giving written notice to Bluebird Vintage Guitar Straps. Exceeding the delivery period gives you no right to compensation.

5.2 Delivery takes place at the time the product is received by (or on behalf of) you.

Article 6. Cancellations and rejected consignments:

6.1 Cancellation of an order can be made free of charge within fourteen (14) days after placing the order, this can only be done in writing. If canceled outside 14 days and within the specified delivery period, Bluebird Vintage Guitar Straps will charge you € 10, - regardless of the reason for cancellation.

6.2 If a delivered shipment is not accepted, regardless of the reason for refusal - € 10 .- administration costs and the corresponding shipping fee will be charged.

Article 7. Retention of title

7.1 The ownership of delivered products will only be terminated if you have fulfilled all the obligations you owe to Bluebird Vintage Guitar Straps and / or Lava Music Department under any agreement. The risk with regard to the products is already passed on at the time of delivery.

Article 8. Intellectual and industrial property rights:

8.1 You must fully and unconditionally respect all intellectual and industrial property rights that rest upon the

products supplied by Bluebird Vintage Guitar Straps.

8.2 Bluebird Vintage Guitar Straps does not warrant that the products you provide do not infringe any (non-written) intellectual and / or industrial property rights of third parties.

Article 9. Advertising and Liability:

9.1 You are obliged to inspect the delivered products immediately upon receipt. Any defects found must be reported to Bluebird Vintage Guitar Straps in writing and motivated within a week of discovery.

9.2 If it has been shown that the products do not conform to the agreement, Bluebird Vintage Guitar Straps has the option to replace the products concerned with return of new products or to refund the invoice price plus paid shipping charges for shipping.

9.3 If you do not wish to withdraw a product for any reason, you are entitled to return the product within fourteen (14) working days after delivery to Bluebird Vintage Guitar Straps and dissolve the agreement. Returns in this case will only be accepted if the packaging of the product and the product itself is undamaged. Bluebird Vintage Guitar Straps for any payment already received will be refunded within thirty (30) days after the dissolution. The direct cost of return will be in your account.

Article 10. Orders / communications

10.1 For misunderstandings, mutilations, delays or improper delivery of orders and communications resulting from the use of the Internet or any other means of communication in circulation between you and Bluebird Vintage Guitar Straps or between Bluebird Vintage Guitar Straps and third parties, in so far as they relate to the relationship between you and Bluebird Vintage Guitar Straps, Bluebird Vintage Guitar Straps is not liable unless and to the extent that there may be intentional or gross negligence on Bluebird Vintage Guitar Straps.

Article 11. Force majeure

11.1 Without prejudice to the remaining rights under its jurisdiction, in case of force majeure, Bluebird Vintage Guitar Straps may, upon your own discretion, suspend the execution of your order or terminate the agreement without judicial intervention by you in writing and without Bluebird Vintage Guitar Straps being held liable for any damages, unless in the circumstances, it would be unacceptable to standards of reasonableness and fairness.

11.2 Force majeure is understood to mean any defect which cannot be attributed to Bluebird Vintage Guitar Straps because it is not due to its fault and does not come under its laws, legal act or traffic.

Article 12. Miscellaneous

12.1 If you provide Bluebird Vintage Guitar Straps with a written notice of an address, Bluebird Vintage Guitar Straps is entitled to send all orders to that address unless you write the Bluebird Vintage Guitar Straps in writing of another address to which your orders should be sent.

12.2 If, for a short or long period of time, Bluebird Vintage Guitar Straps permits deviations from these Terms, this shall not affect its right to demand immediate and strict compliance with these Terms. You can never make any right due to the fact that Bluebird Vintage Guitar Straps applies these Terms smoothly.

12.3 If any of the terms of these Terms or any other agreement with Bluebird Vintage Guitar Straps may be in violation of any applicable legal notice, the relevant provision will expire and will be replaced by a Bluebird Vintage Guitar Straps make new lawful comparable provision.

12.4 Bluebird Vintage Guitar Straps is authorized to use third parties in the execution of your order(s).

Article 13. Applicable law and competent court:

13.1 All Dutch law applies to all rights, obligations, offers, orders and agreements to which these Terms and Conditions apply and to these Terms.

13.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.